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9  
10 IN THE UNITED STATES BANKRUPTCY COURT  
11  
12 FOR THE EASTERN DISTRICT OF WASHINGTON  
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14

15 In re: Claar Cellars, LLC

16 Case No. 20-00044

17 ,

18 Chapter 11 Case

19 Debtor.

20  
21 **BAKER BOYER BANK'S OBJECTION  
22 TO DEBTORS' JOINT CHAPTER 11  
23 PLAN OF REORGANIZATION**

24 In re RC Farms LLC,

25 Plaintiff,

26 vs.

27 Defendants.

28  
29 Baker Boyer Bank, a secured creditor of Claar Cellars LLC (“Claar”), one of the  
30 administratively consolidated debtors in the case, now objects to the Debtor’s Joint Chapter 11  
31 Plan of Reorganization (the “Plan”) on the following grounds:

32 1. The Plan fails to satisfy Code §1129(b)(1) and the Plan’s treatment of Baker  
33 Boyer’s claim is not fair and equitable. Without good reason, the plan eliminates virtually all of

1 the covenants contained under Baker Boyer's loan documents Both Claar and RC Farms LLC  
2 ("RC", and collectively with Claar, the "Debtors") commenced their Chapter 11 cases with the  
3 filing of separate petitions on January 9, 2020.

4 2. For example, Baker Boyer's loan documents provide that the death of one of the  
5 guarantor's may constitute a default under the loan documents. Should the Plan be confirmed,  
6 Baker Boyer could be forced to continue to deal with a Debtor whose ownership structure could  
7 be substantially changed by the death or incapacity of one of the principals of the Debtor,  
8 effectively resulting in an unbargained for change in the parties to the original agreement.

9 3. Further, while it may appear that secured creditors, including Baker Boyer, are  
10 overcollateralized in the case, the proposed five year marketing period proposed by the Debtors  
11 is too long without adequate court supervision or other deadlines with regard to how the Debtors  
12 will liquidate. Instead, all the plan promises are delayed payments from a failing operation.

13 Accordingly, Baker Boyer requests that the Court deny confirmation of the Plan.

14 Dated: October 12, 2020

15 KIMEL LAW OFFICES

16 /s/ Metiner G Kimel